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causes of sufficient gravity to enable a wife to maintain an action of divorce *a mensa et thoro*, will support an independent suit for alimony. *Hewitt v. Hewitt*, 1 Bland, 101; *Johnson v. Johnson*, 125 Ill., 510. Yet it has been held that even adultery will not sustain such a suit. *Hair v. Hair*, 10 Rich. Eq., 163.

INFANTS—VALIDITY OF CONTRACTS—ESTOPPEL TO DENY—COUNTY BOARD OF EDUCATION *v.* HENSLEY, 144 S.W., 64 (Ky.).—*Held*, that when an infant, by reason of his appearance, surroundings, and activities, coupled with a misrepresentation or fraudulent concealment, leads one, who deals with him in good faith and not knowing that he is an infant, to believe that he is of age, he will be estopped from maintaining an action to avoid his executed contract.

At common law and at law in England today, an infant is not estopped by any fraud of his own whereby he induced another to contract with him, from repudiating such a contract. *Bartlett v. Wells*, 1 B. & S., 836. The great preponderance of American authority holds that an infant is not estopped from setting up his infancy as a defense to an action on a contract, even though he secured the contract by falsely representing himself to be of age. *Bursley v. Russell*, 10 N. H., 184; *Merriam v. Cunningham*, 11 Cush., 40; *Sims v. Everhardt*, 102 U. S., 300. *Contra*, *Commander v. Brazile*, 88 Miss., 668. But where the infant, or late infant, is seeking affirmative relief from a conveyance or other executed contract which he has obtained by such fraudulent representations, many cases hold that he is estopped from basing his petition on the fact of his infancy. *Ryan v. Grownney*, 125 Mo., 474; *Hayes v. Parker*, 41 N. J. Eq., 630. *Contra*, *Tobin v. Spann*, 85 Ark., 556. One who, with knowledge of the facts, receives and retains the proceeds of a sale made when he was an infant, has frequently been deemed to be estopped from alleging his infancy in a suit to set aside the sale. *Price v. Winter*, 15 Fla., 66; *Pursley v. Hays*, 17 Iowa, 310. On the other hand, it seems generally agreed that an estoppel is not created by mere failure to give notice of the fact of infancy. *Buchanan v. Hubbard*, 96 Ind., 1; *Thormaelen v. Kaepfel*, 86 Wis., 378. In a few States it is provided by statute that a contract cannot be disaffirmed where on account of an infant's misrepresentation the person dealing with him had reason to believe him legally capable of contracting. *Beickler v. Guenther*, 121 Iowa, 419; *Dillon v. Burnham*, 43 Kans., 77.

INJUNCTION—DISMISSAL—COSTS—ATTORNEY'S FEES.—MIDGETT *v.* VANN, 73 S. E., 801 (N. C.).—*Held*, that attorney's fees are not recoverable as costs for damages by defendant in an action for an injunction.

Counsel fees will be allowed for so much of the action as concerns the injunction. *High Inj.*, §§1688-1690; *Brown v. Jones*, 5 Nev., 374; *Derry Bank v. Heath*, 45 N. H., 524. *Contra*, *Ferguson v. Baker*, 24 Ala., 402; *Bullock v. Ferguson*, 30 Ala., 227. The leading case on this point is *Cook*